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Attorneys for Defendants and Counterclaimants  
HOYU AMERICA CO., LTD. and HOYU CO.,  
LTD.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

CONCEPT CHASER CO., INC.,

Plaintiff,

v.

HOYU AMERICA CO., LTD.,  
HOYU CO. LTD.; and DOES 1-10,  
Inclusive,

Defendants.

Case No. CV 08-07702 ODW (PLAx)

**STIPULATED PROTECTIVE  
ORDER AND ORDER THEREON**

*Referred to the Hon. Paul L. Abrams*

HOYU AMERICA CO., LTD.,

Counterclaimant,

v.

CONCEPT CHASER CO., INC.; and  
ROES 1-10, Inclusive,

Counter Defendant.

1 The parties hereto, by their respective counsels of record, recognizing that  
2 the parties and potential third party witnesses may possess confidential or  
3 proprietary information which may be necessary or desirable to reveal to other  
4 parties during the course of this action, and desiring to obtain a Protective Order  
5 sanctioned by this Court to protect such information from unnecessary disclosure to  
6 others, hereby STIPULATE AND AGREE, subject to the Court's approval and Fed.  
7 R. Civ. P. Rule 26(c), that the following provisions shall govern the handling of  
8 such confidential information and documents in these proceedings:

9 A. DEFINITIONS

10 For purposes of the Order:

11 "Confidential Information" shall mean trade secrets as that term is defined  
12 under California Civil Code § 3426.1, which code section is incorporated herein by  
13 reference; financial information reflecting a party or third party's financial  
14 performance in terms of profits, sales, and/or revenues; information reflecting a  
15 party or third party's future business strategies, including any projections of profits,  
16 sales, and/or revenues; and personal information of a party or third party's  
17 employee such as social security numbers and work performance reviews, which  
18 information is maintained in confidence by a party or subject to a non-disclosure  
19 agreement between a party and third party, whether embodied in physical objects,  
20 documents, or the factual knowledge of persons; and which has been designated by  
21 the Producing Party as "CONFIDENTIAL", "CONFIDENTIAL-RESTRICTED  
22 DISCLOSURE", or "CONFIDENTIAL-OUTSIDE COUNSEL ONLY" in  
23 conformity with this Order.

24 "Producing Party" or "Designating Party" shall mean the person or entity  
25 (and its Outside Counsel) who is producing information to any other party.

26 "Receiving Party" or "Non-Designating Party" shall mean the party (and its  
27 Outside Counsel) who is the recipient of information requested by the Receiving  
28 Party and supplied by the Producing Party.

1 "Outside Counsel" shall mean the attorneys of record, including the law  
2 firms, engaged by the parties or third parties to represent them in connection with  
3 this litigation.

4 "Independent Experts" shall mean expert witnesses or consultants engaged by  
5 the parties in preparation for trial and/or for trial. "Independent Experts" does not  
6 include any person who is employed by a party or a competitor of a party.

7 "Counsel" shall mean Outside Counsel.

8 "Confidential" is a designation for Confidential Information which is other  
9 than "Confidential - Outside Counsel Only" or "Confidential-Restricted  
10 Disclosure".

11 "Confidential-Restricted Disclosure" is a designation which a party may use  
12 on documents and things that in good faith it believes contains or is Confidential  
13 Information not normally available to persons other than the Producing Party,  
14 competitively significant, and commercially sensitive, and hence should be subject  
15 to more restrictive dissemination than other Confidential Information.

16 "Confidential - Outside Counsel Only" is a designation which a party may  
17 use on documents and things that in good faith it believes contains or is  
18 Confidential Information not normally available to persons other than the  
19 Producing Party, and constitutes highly sensitive and competitively significant  
20 marketing and financial materials, including without limitation, marketing or  
21 financial studies, analysis, forecasts and strategies, and hence should be subject to  
22 the most restrictive dissemination.

## 23 B. GENERAL RULES

24 1. Each Producing Party may designate any document or thing produced  
25 in this action as "CONFIDENTIAL", "CONFIDENTIAL-RESTRICTED  
26 DISCLOSURE", or "CONFIDENTIAL - OUTSIDE COUNSEL ONLY". Such  
27 designation shall be made by stamping or affixing thereto an appropriate legend.  
28 With respect to Confidential Information that cannot be conveniently designated in

1 such manner, designation shall be made by informing the receiving party in writing  
2 prior to or concurrently with the disclosure of such information subject to the  
3 provisions of paragraphs 10 and 11 herein. All Confidential Information designated  
4 as provided in this paragraph 1 shall not be disclosed by the Receiving Party to  
5 anyone other than those persons designated herein and shall be handled in the  
6 manner set forth below and, in any event, shall not be used for any purpose other  
7 than in connection with this action, unless and until such designation is removed by  
8 notice from the Producing Party, agreement of Outside Counsel for the parties, or  
9 by Order of the Court. All produced Confidential Information shall be carefully  
10 maintained, subject to the provisions of paragraph 8 herein, so as to preclude access  
11 by persons who are not authorized herein to receive such information.

12 2. Information designated "CONFIDENTIAL - OUTSIDE COUNSEL  
13 ONLY" shall be viewed solely by the following persons:

14 a. Receiving Party's authorized Outside Counsel, including:  
15 authorized Outside Counsel's associates, clerks, paralegal and stenographic  
16 personnel;

17 b. litigation specialists, excluding any/all employees of the parties,  
18 engaged to assist Outside Counsel in preparation for discovery and/or trial,  
19 including photocopy and translation services, court reporters, and litigation or trial  
20 support services;

21 c. Independent Experts (subject to paragraph 6); and

22 d. the Court and its staff.

23 3. Information designated "CONFIDENTIAL-RESTRICTED  
24 DISCLOSURE" shall be reviewed by persons listed in paragraphs 2(a)-(d), and in  
25 addition, two employees of each party, provided that the party's employees execute  
26 the Acknowledgment in Attachment A hereto that he or she is fully familiar with  
27 the terms of this Protective Order and agrees to comply with and be bound by such  
28 Order. A copy of such duly executed, written instrument shall be maintained by

1 Counsel for the Receiving Party's Outside Counsel.

2 4. Information designated "CONFIDENTIAL" shall be viewed solely by  
3 the following persons; provided that as to the classes of individuals listed in  
4 subparagraphs c-g below, each such individual who receives such Confidential  
5 Information has read this Protective Order in advance of disclosure and  
6 acknowledged in a written instrument, in the form of Attachment A hereto, that he  
7 or she is fully familiar with the terms of this Protective Order and agrees to comply  
8 with, and be bound by, such Order until modified by further Order of this Court. A  
9 copy of such duly executed, written instrument shall be maintained by Counsel for  
10 the Receiving Party's Outside Counsel.

11 a. Counsel, including Counsel's associates, paralegal, clerks and  
12 stenographic personnel;

13 b. Litigation specialists engaged to assist Outside Counsel in  
14 preparation for discovery and/or trial, including photocopy and translation services,  
15 court reporters, and litigation or trial support services;

16 c. Executives, including in-house attorneys and Directors of a  
17 party, who are required to participate in policy decisions with reference to this  
18 action;

19 d. Litigation specialists assigned by any insurer involved in  
20 defending this action;

21 e. Employees of a party who need to be consulted by Counsel in  
22 preparation for discovery or trial of this action;

23 f. Independent Experts retained by the parties (subject to  
24 paragraph 5); and

25 g. Clerical employees associated with the individuals enumerated  
26 above in (c)-(f).

27 5. With respect to litigation specialists engaged to assist Outside Counsel  
28 in preparation for discovery and/or trial, including photocopy and translation

1 services, court reporters, litigation or trial support services, the parties agree that the  
2 mere receipt of documentary or other evidence by such specialists will not subject  
3 such individuals to deposition unless they are expected to be called as witnesses at  
4 trial.

5 6. The procedure for having an Independent Expert approved for access  
6 to Information designated "CONFIDENTIAL", "CONFIDENTIAL-RESTRICTED  
7 DISCLOSURE", or "CONFIDENTIAL-OUTSIDE COUNSEL ONLY" shall be as  
8 follows:

9 a. In the case of a non-testifying consultant, Outside  
10 Counsel for the party on whose behalf said consultant has been retained shall: (i)  
11 obtain a written acknowledgement, signed by the non-testifying consultant, in the  
12 form of Attachment A, and (ii) keep the original of such Acknowledgement in  
13 counsel's files. If the non-testifying consultant to whom a party desires to produce  
14 "CONFIDENTIAL INFORMATION" cannot or will not make each of the  
15 representations contained in the Acknowledgement and counsel still wishes to  
16 retain said person on a non-testifying basis, then, prior to producing any  
17 "CONFIDENTIAL INFORMATION" to said non-testifying consultant, counsel  
18 must follow the procedures set forth in subparagraphs (c) and (d) hereof.

19 b. In the case of a testifying expert who has been retained,  
20 Outside Counsel for the party who wishes to disclose Information designated  
21 "CONFIDENTIAL", "CONFIDENTIAL-RESTRICTED DISCLOSURE", or  
22 "CONFIDENTIAL-OUTSIDE COUNSEL ONLY" to such persons shall: (i)  
23 obtain a written acknowledgement, signed by the testifying expert, in the form  
24 attached hereto as Attachment A; (ii) keep the original of such acknowledgement in  
25 counsel's files; and (iii) produce a copy of said acknowledgment to opposing  
26 counsel concurrent with the submission of an expert report by such testifying expert  
27 witness. If the testifying expert to whom a party desires to produce  
28 CONFIDENTIAL INFORMATION cannot or will not make each of the

1 representations contained in the acknowledgement and counsel still wishes to retain  
2 said person on a testifying or other basis, then, prior to producing any  
3 CONFIDENTIAL INFORMATION to said testifying expert, counsel must follow  
4 the procedure set forth in subparagraphs (c) and (d) hereof.

5 c. Within 10 days of receipt of notice from Outside Counsel  
6 that a proposed non-testifying consultant or testifying expert cannot or will not  
7 execute an acknowledgement hereunder, the Designating Party may object to the  
8 person proposed for approval. Failure to object within ten days to a person  
9 proposed shall be deemed approval, but shall not preclude any subsequent objection  
10 to continued access where facts suggesting a basis for objection are subsequently  
11 learned by the objecting party or its counsel.

12 d. If the Designating Party so objects, that person or entity  
13 and the requesting party shall, within five days from the date of notice of objection,  
14 meet and confer in an effort to resolve the dispute. If the participants cannot  
15 resolve the dispute, the parties shall comply with Local Rule 37 in preparing and  
16 filing a joint stipulation regarding the dispute. If the joint stipulation or  
17 supplemental memorandum submitted under Local Rule 37, or any portion thereof  
18 need to be filed under seal, the parties may file a stipulation to that effect or the  
19 moving party may file an ex parte application to obtain an appropriate sealing  
20 order. Any such stipulation or ex parte application must include a statement setting  
21 forth the good cause supporting the issuance the sealing order. Pending the  
22 issuance of the sealing order, the papers or portions thereof shall be lodged under  
23 seal.

24 7. With respect to documents designated "CONFIDENTIAL",  
25 "CONFIDENTIAL-RESTRICTED DISCLOSURE", or "CONFIDENTIAL -  
26 OUTSIDE COUNSEL ONLY," any person indicated on the face of the document  
27 to be its originator, author or a recipient of a copy thereof may be shown the same.  
28 In the case where such person is not presently an employee of any party to this



1 action, such person shall not be shown such Confidential Information unless and  
2 until that person has read this Protective Order and agreed in writing, in a form  
3 substantially similar to that of Attachment A hereto, to be bound by its terms.

4 8. All Confidential Information which has been designated as provided in  
5 paragraph 1 by the Producing or Disclosing Party, and any and all reproductions  
6 thereof, shall be retained by the Receiving Party only in the custody of its Outside  
7 Counsel, except that Independent Experts authorized to view such information  
8 under the terms of this Protective Order may retain custody of such copies as are  
9 necessary for their participation in this litigation.

10 9. Any documents which are filed with or delivered to the Court for any  
11 purpose and which are designated as provided in paragraph 1, and any pleadings,  
12 motions or other papers to be filed with the Court disclosing Confidential  
13 Information, shall be accompanied by an application to file the papers, or the  
14 confidential portions thereof, under seal. The application for a sealing order shall  
15 demonstrate the good cause necessary for an order sealing the papers or portions  
16 thereof. The application shall be directed toward the judge to whom the underlying  
17 papers are directed. Pending the ruling on the application, the papers or those  
18 confidential portions thereof shall be lodged under seal. Nothing in this Stipulated  
19 Protective Order shall prohibit the admission of Confidential Information into  
20 evidence if such information is otherwise admissible under the rules of evidence.

21 10. Whenever a deposition taken on behalf of any party involves a  
22 disclosure of Confidential Information:

23 a. The deposition (or portions thereof) may be designated by the  
24 affected party as containing Confidential Information subject to the provisions of  
25 this Order. Such designation shall be made on the deposition record whenever  
26 possible, or upon review of such transcript by counsel for the party or person  
27 disclosing any "CONFIDENTIAL", "CONFIDENTIAL-RESTRICTED  
28 DISCLOSURE", or "CONFIDENTIAL-OUTSIDE COUNSEL ONLY"



1 information, but no later than seven (7) days after counsel's receipt of the transcript.  
2 Counsel shall list on a separate piece of paper the number of each page of the  
3 transcript containing "CONFIDENTIAL" Material, or "CONFIDENTIAL-  
4 RESTRICTED DISCLOSURE" Material, "CONFIDENTIAL-OUTSIDE  
5 COUNSEL ONLY" Material, and mailing copies of the list to counsel for all  
6 Parties so that it may be affixed to the face of the transcript and each copy thereof.  
7 Counsel making a designation after the transcript is prepared shall at his/her sole  
8 expense cause revised transcripts to be prepared and delivered to each party.  
9 Pending such designation by counsel, the entire deposition transcript, including  
10 exhibits, shall be deemed "CONFIDENTIAL-OUTSIDE COUNSEL ONLY" or  
11 "CONFIDENTIAL-RESTRICTED DISCLOSURE" Material; if no designation is  
12 made within seven (7) days after counsel's receipt of the transcript, the transcript  
13 shall be considered not to contain any "CONFIDENTIAL" Material,  
14 "CONFIDENTIAL-RESTRICTED DISCLOSURE" Material, or  
15 "CONFIDENTIAL-OUTSIDE COUNSEL ONLY" Material.

16           b. The Disclosing Party shall have the right to exclude from  
17 attendance at said deposition during such time as Confidential Information is to be  
18 disclosed any person other than the deponent, Outside Counsel (including their staff  
19 and associates), persons authorized by paragraphs 2 or 3 (as applicable) to view the  
20 information, and the Court Reporter, and the failure of such other persons to  
21 comply with such a request shall constitute substantial justification for Outside  
22 Counsel to advise the witness that he or she need not answer a question seeking the  
23 revelation of Confidential Information and each Party waives attendance at  
24 depositions during disclosure of information designated as "CONFIDENTIAL-  
25 RESTRICTED DISCLOSURE" or "CONFIDENTIAL-OUTSIDE COUNSEL  
26 ONLY"; and

27           c. The originals of said deposition transcripts and all copies thereof  
28 shall bear the legend "CONTAINS CONFIDENTIAL INFORMATION SUBJECT

1 TO PROTECTIVE ORDER" or substantial equivalent, on the cover page and shall  
2 bear the legend "CONFIDENTIAL", "CONFIDENTIAL-RESTRICTED  
3 DISCLOSURE", or "CONFIDENTIAL - OUTSIDE COUNSEL ONLY" or  
4 substantial equivalent as appropriate on the specific pages so designated.

5 d. The parties may direct the court reporter at the deposition to  
6 keep confidential and not disclose any testimony that is designated  
7 CONFIDENTIAL or CONFIDENTIAL-OUTSIDE COUNSEL ONLY or  
8 "CONFIDENTIAL-RESTRICTED DISCLOSURE". In such case, the court  
9 reporter who transcribes CONFIDENTIAL, CONFIDENTIAL-RESTRICTED  
10 DISCLOSURE, or CONFIDENTIAL-OUTSIDE COUNSEL ONLY testimony in  
11 this action at a deposition shall agree, before transcribing any such testimony, that  
12 all such testimony is and shall remain CONFIDENTIAL and shall not be disclosed  
13 except as provided in this Order. Further, any such court reporter shall agree that  
14 copies of any such transcripts, including exhibits, will be marked  
15 CONFIDENTIAL, CONFIDENTIAL-RESTRICTED DISCLOSURE or  
16 CONFIDENTIAL-OUTSIDE COUNSEL ONLY, separately bound, and will be  
17 retained in absolute confidentiality and safe keeping by such reporter. The court  
18 reporter must also agree that any reporter's notes, or other transcription records of  
19 any testimony designated as CONFIDENTIAL, CONFIDENTIAL-RESTRICTED  
20 DISCLOSURE, or CONFIDENTIAL-OUTSIDE COUNSEL ONLY (including  
21 computer files, disks, shorthand notes and computer generated printouts of  
22 testimony) will be retained in absolute confidentiality and safe keeping by such  
23 reporter, or delivered to the attorneys of record in this action or filed under seal  
24 with the Court. Any such court reporter, or any videographer, will first execute the  
25 Acknowledgment in Attachment A hereto that he or she is fully familiar with the  
26 terms of this Protective Order and agrees to comply with and be bound by such  
27 Order.

28 11. Neither the taking of any action in accordance with the provisions of

1 this Protective Order, nor the failure to object thereto, shall be construed as a  
2 waiver of any claim or defense in this action. At any time after production, the  
3 Producing Party can designate information thereafter to be treated as Confidential  
4 Information. In such case, there shall be no liability of the Receiving Party for use  
5 prior to such post-production designation. Moreover, the failure to designate  
6 information in accordance with this Order and the failure to object to a designation  
7 at a given time shall not preclude the filing of a motion at a later date seeking to  
8 impose such designation or seeking to challenge the appropriateness of such  
9 designation. The entry of this Order shall not be construed as a waiver of any right  
10 to object to the furnishing of information in response to discovery or to object to a  
11 requested inspection of documents or things, and, except as expressly provided,  
12 shall not relieve any party of the obligation of producing information in the course  
13 of discovery. The fact that a party has designated information as  
14 "CONFIDENTIAL", "CONFIDENTIAL-RESTRICTED DISCLOSURE", or  
15 "CONFIDENTIAL – OUTSIDE COUNSEL ONLY" in this action shall have no  
16 evidentiary effect in this action. In the case of physical inspections or on site visits  
17 which occur by court order, discovery request, or the agreement or stipulation of  
18 counsel, the Party allowing the inspection may designate in advance, or  
19 contemporaneously with the inspection, items and areas of the plant, office, or  
20 warehouse which contain CONFIDENTIAL, CONFIDENTIAL-RESTRICTED  
21 DISCLOSURE, or CONFIDENTIAL-OUTSIDE COUNSEL ONLY materials. In  
22 such areas, the film, video tape, photograph, record or other such medium recording  
23 the area shall be maintained as CONFIDENTIAL, CONFIDENTIAL-  
24 RESTRICTED DISCLOSURE, or CONFIDENTIAL-OUTSIDE COUNSEL  
25 ONLY (in accordance with the designation of the area).

26 11. In the event anyone shall violate or threaten to violate the terms of this  
27 Order, the parties agree that the aggrieved party may immediately apply to obtain  
28 injunctive relief against any such person, and in the event the aggrieved party shall

1 do so, the respondent person, subject to the provisions of this Order, shall not  
2 employ as a defense thereto the claim that the aggrieved party possesses an  
3 adequate remedy at law. The parties and any other person subject to the terms of  
4 this Order agree that this Court shall retain jurisdiction over it and them for the  
5 purpose of enforcing or modifying this Order, notwithstanding any subsequent  
6 disposition of this action.

7 12. A party receiving a document or thing which has been designated  
8 pursuant to paragraph 1 by the Producing Party, may challenge the designation  
9 made by the Producing Party. Grounds for challenge include, but are not  
10 necessarily limited to, the following:

11 a. the information provided by the document or thing is not  
12 Confidential because it is available in the public domain through no fault of the  
13 Receiving Party;

14 b. the information provided by the document or thing is not  
15 Confidential because it was previously independently known to the Receiving  
16 Party;

17 c. the information provided by the document or thing is not  
18 Confidential because it was received from a third party who lawfully possessed  
19 such information and had the unrestricted right to disclose such information and  
20 without breach of any relationship of confidentiality; or,

21 d. the information provided by the document or thing is not  
22 Confidential because it was information developed from independent sources  
23 without use of the designated Confidential Information.

24 Grounds for change in designation from a more restrictive to a less restrictive  
25 category include failure of the information to reasonably comply with the criteria  
26 set forth in the Definitions.

27 Upon any challenge to the correctness of a designation of confidentiality,  
28 within 5 days of the written notice of the challenge, the Designating party shall

1 initiate the joint stipulation process under Local Rule 37 by sending the detailed  
2 meet and confer letter as required under Local Rule 37-1 describing the reasons  
3 why it believes the designations are appropriate. If the parties cannot resolve the  
4 dispute informally, the parties shall comply with Local Rule 37 in preparing and  
5 filing a joint stipulation regarding the dispute. If the joint stipulation or  
6 supplemental memorandum submitted under Local Rule 37, or any portion thereof  
7 need to be filed under seal, the parties may file a stipulation to that effect or the  
8 moving party may file an ex parte application to obtain an appropriate sealing  
9 order. Any such stipulation or ex parte application must include a statement setting  
10 forth the good cause supporting the issuance of sealing order. Pending the issuance  
11 of the sealing order, the papers or portions thereof shall be lodged under seal.

12 The challenged designation automatically shall be removed if the  
13 Designating party fails to file the joint stipulation within 20 days of written notice  
14 of the challenge. The burden shall be on the Designating Party to defend the  
15 appropriateness of the designation.

16 13. Immediately after entry of final judgment including appeals, or of  
17 dismissal in connection with this action, all documents and things, including  
18 transcripts of depositions or of trial, together with all copies thereof, which have  
19 been designated as, or which contain information which has been designated as,  
20 "CONFIDENTIAL", "CONFIDENTIAL-RESTRICTED DISCLOSURE", or  
21 "CONFIDENTIAL - OUTSIDE COUNSEL ONLY" shall be returned to the  
22 Designating Party. In lieu of returning such designated materials as provided  
23 above, Outside Counsel for the Receiving Party may certify in writing to the  
24 Outside Counsel for the Designating Party that the materials have been destroyed.  
25 Notwithstanding the above provisions, however, Counsel may retain a permanent  
26 archival file copy of all pleadings designated "CONFIDENTIAL",  
27 "CONFIDENTIAL-RESTRICTED DISCLOSURE", or "CONFIDENTIAL -  
28 OUTSIDE COUNSEL ONLY".

1           14. Nothing in the foregoing provisions of this Protective Order shall be  
2 deemed to preclude any party from seeking and obtaining, on an appropriate  
3 showing, additional protection with respect to the dissemination of Confidential  
4 Information or seeking and obtaining relief from this Protective Order.

5           15. Nothing in the foregoing provisions of this Stipulated Protective Order  
6 shall be deemed to preclude any party from disclosing or using, in any manner or  
7 for any purpose, any information or documents from the party's own file which the  
8 party itself has designated as CONFIDENTIAL, CONFIDENTIAL-RESTRICTED  
9 DISCLOSURE, or CONFIDENTIAL-OUTSIDE COUNSEL ONLY.

10           16. This Protective Order may be amended by agreement of the parties,  
11 subject to the approval of the Court.

12           17. This Protective Order shall inure to the benefit of and be enforceable  
13 by third parties with respect to documents and information produced by them in the  
14 course of pretrial discovery, and designated by them as "CONFIDENTIAL",  
15 "CONFIDENTIAL-RESTRICTED DISCLOSURE", or "CONFIDENTIAL -  
16 OUTSIDE COUNSEL ONLY" in the manner provided herein. Documents and  
17 information, including deposition testimony, received from a third party pursuant to  
18 a subpoena under F.R.Civ.P. 45, or equivalent process in foreign jurisdictions,  
19 which would otherwise legitimately be considered Confidential Information if  
20 produced by a party may be designated as such by the affected party. Such  
21 designation shall be made in a writing to each other party, or on an official record,  
22 which identifies specifically the document(s), information, or testimony to be  
23 designated, whether the designation is CONFIDENTIAL, CONFIDENTIAL-  
24 RESTRICTED DISCLOSURE, or CONFIDENTIAL – OUTSIDE COUNSEL  
25 ONLY. Third party documents, information, or testimony so designated under this  
26 paragraph shall in all other respects be treated under the provisions of this  
27 Stipulated Protective Order as though produced by a party.

28           18. If a party or person in possession of Confidential Information as

1 provided herein receives a subpoena from a non-party seeking production or other  
2 disclosure of Confidential Information which said party or person received from the  
3 Designating Party, then telephonic and written notice shall immediately be given to  
4 Outside Counsel for the Designating Party of the subpoena, identifying the  
5 Confidential Information sought and arranging for transmission of a copy of the  
6 subpoena to said Outside Counsel. Where possible, at least ten (10) business days'  
7 notice shall be given before production or other disclosure is made pursuant to the  
8 subpoena. In no event, absent Court Order, shall production or disclosure be made  
9 before written notice is given. A party thus subpoenaed shall take all appropriate  
10 measures timely to advise any relevant Court or tribunal of the terms of this  
11 Stipulated Protective Order.

12 19. If Confidential Information is disclosed to any person other than in a  
13 manner authorized by this Stipulated Protective Order, the party responsible for  
14 such disclosure shall upon discovery of the disclosure immediately inform the party  
15 whose information is disclosed of all facts pertinent thereto, which after due  
16 diligence and prompt investigation are known to the responsible party, including  
17 the name, address and employer of the person to whom the disclosure was made,  
18 and shall make reasonable efforts to prevent further disclosure by each  
19 unauthorized person who has received such information.

20 20. Nothing herein shall bar or otherwise restrict Outside Counsel from  
21 rendering advice to his or her client with respect to this action, and in the course  
22 thereof, from generally relying upon Confidential Information. In rendering such  
23 advice, Outside Counsel shall not disclose the specific content of Confidential  
24 Information.

25 21. This Protective Order shall have no application in or to the conduct of  
26 trial except as otherwise directed or ordered by the Court.

27 22. GOOD CAUSE STATEMENT:

28 There exists good cause for the Court's approval of this Order because the



1 public disclosure of a party's trade secret as that term is defined under California  
2 Civil Code § 3426.1, financial information reflecting a party's financial  
3 performance in terms of profits, sales, and/or revenues, and information reflecting a  
4 party's future business strategies likely would result in harm to the disclosing party.  
5 Such information is not publicly available and constitute confidential business  
6 information likely to be used by the party's competitors or other interested parties  
7 to unfairly compete with the disclosing party to its detriment. As for personal  
8 information of a party's employee such as social security numbers and work  
9 performance reviews, such information is not publicly available and could result in  
10 undue embarrassment to the employee or abuse of such confidential information by  
11 third parties, *e.g.* identity theft. Such employee information also is separately  
12 protected under a person's right of privacy under California law. *See Alch v. Sup.*  
13 *Ct.*, 165 Cal.App.4th 1412, 1426-1427 (2008) (a person's work history is protected  
14 from disclosure by a right of privacy); *Board of Trustees of Leland Stanford Jr.*  
15 *University v. Sup. Ct.*, 119 Cal.App.3d 516, 528-530 (1981) (confidential personnel  
16 records at a person's place of employment is within the zone of privacy).  
17 Accordingly, this Order furthers the right of privacy of employees protected under  
18 the law. Further good cause exists because the Court's approval of this stipulated  
19 protective Order will further judicial economy by avoiding multiple motions for  
20 protective order.

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1 The foregoing is agreed and stipulated to by the parties as of the dates  
2 indicated below.

3 DATED: October 22, 2009

DONALD J. KULA  
SANG (ALVIN) LEE  
**PERKINS COIE LLP**

By: /s/ Sang (Alvin) Lee  
Sang (Alvin) Lee

Attorneys for Defendant and  
Counterclaimant HOYU AMERICA  
CO., LTD. and HOYU CO., LTD.

11 DATED: October 22, 2009

TOM GIRARDI  
CHRIS AUMAIS  
**GIRARDI AND KEESE**


By: /s/ Chris Aumais  
Chris Aumais

Attorneys for Plaintiff and  
Counter Defendant CONCEPT  
CHASER CO., INC.

**ORDER**

19 IT IS SO ORDERED.

22 DATED: October 27, 2009

  
Paul L. Abrams  
United States Magistrate Judge

**ATTACHMENT "A"**

**ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_, declare as follows:

I hereby acknowledge that I may receive confidential information designated as "CONFIDENTIAL", "CONFIDENTIAL-RESTRICTED DISCLOSURE", or "CONFIDENTIAL-OUTSIDE COUNSEL ONLY" in connection with the case titled, *Concept Chaser Co., Inc. v. Hoya America Co., Ltd, et al*, pending in the United States District Court, Central District of California, Western Division, case number CV 08-07702 ODW (PLAx); and I certify my understanding that such information is provided to me pursuant to the terms and restrictions of the Protective Order entered in that proceeding ("Order").

I further state that I have been given a copy of and have read the Order, that I am familiar with its terms, that, on behalf of myself and the organization identified below with which I am employed and/or affiliated, if any, I agree to comply with and to be bound by each of the terms thereof, and agree to hold in confidence any information designated as such and disclosed to me pursuant to the terms of the Order.

To assure my compliance with the Order, I hereby submit myself to the jurisdiction of the United States District Court for the Central District of California for the limited purpose of any proceeding relating to performance under, compliance with or violation of this Order.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this \_\_\_\_ day of \_\_\_\_\_ 2009.

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